

RESOLUTION NO. 091417-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BEAVER IN THE COMMONWEALTH OF PENNSYLVANIA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF BEAVER AND THE BEAVER COUNTY COURT APPOINTED PROFESSIONAL EMPLOYEES ASSOCIATION (PROBATION OFFICERS UNIT), SETTING FORTH THEIR AGREEMENT OF WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT, COMMENCING JANUARY 1, 2016, THROUGH DECEMBER 31, 2018, UNDER THE TERMS AND CONDITIONS OUTLINED IN THE ATTACHED AGREEMENT;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Beaver, a fourth class county under the laws of the Commonwealth of Pennsylvania, AND IT IS HEREBY RESOLVED:

1. That the Resolution approving the Collective Bargaining Agreement between the County of Beaver and the Beaver County Court Appointed Professional Employees Association (Probation Officers Unit), setting forth their agreement of wages, hours and other terms and conditions of employment, commencing January 1, 2016, through December 31, 2018, under the terms and conditions outlined in the attached Agreement, a copy of which is attached hereto and made a part thereof, is hereby approved.
2. That the Board of Commissioners, for and on behalf of the County of Beaver, is hereby authorized to execute one duplicate counterpart of said Agreement and the Chief Clerk is hereby directed to attest the due execution thereof and to affix the Seal of the County of Beaver thereto.
3. That, following proper execution, attestation and ensealing of said duplicate counterparts of said Agreement, the Chief Clerk is hereby directed to cause delivery as follows: The original to the Controller of the County of Beaver.

Adopted this 14 day of September, 2017.

(SEAL)

BOARD OF COMMISSIONERS
COUNTY OF BEAVER:

ATTEST:

Cynthia Cook
Chief Clerk

Approved As To Legal Form:

Garen Fidler
County Solicitor's Office

Sandie Egley 9-14-17
Sandie Egley, Chairman

D. C. Camp III 9-14-17
Daniel C. Camp III

Tony Amadio 9-14-17
Tony Amadio

**COLLECTIVE
BARGAINING
AGREEMENT**

Between

COUNTY OF BEAVER

and

**BEAVER COUNTY COURT APPOINTED PROFESSIONAL
EMPLOYEES ASSOCIATION
(PROBATION OFFICERS UNIT)**

For The Period

January 1, 2016

To

December 31, 2018

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ARTICLE I

RECOGNITION

1.1 Recognition

The Commissioners of Beaver County, managerial representatives of the County, for purposes of collective bargaining, hereinafter "County", recognizes the Beaver County Court Appointed Professional Employees Association hereinafter "Union", as the sole and exclusive bargaining representative for Professional employees in the Court of Common Pleas of Beaver County, hereinafter "Employees." PERA-A-12-313-W. The County enters into this Agreement pursuant to the authority granted by the Public Employee Relations Act, commonly known as Act 195, Act of July 23, 1970, P.L. 563, No. 195 43 P.S. Section 1101-101 et seq., and pursuant to the authority granted to the County by the County Code, specifically 16 P.S. Section 1620. NOTHING IN THIS AGREEMENT SHALL, IN ANY WAY, AFFECT THE HIRING, DISCHARGING, AND SUPERVISORY RIGHTS AND OBLIGATIONS OF THE COURT OF COMMON PLEAS OF BEAVER COUNTY, AND TO THE EXTENT THAT ANY PROVISION OF THIS AGREEMENT MAY CONFLICT WITH SUCH RIGHTS, SUCH SHALL BE RESOLVED PURSUANT TO ARTICLE 28 OF THIS AGREEMENT.

Employees classified as Case Aides, formerly covered under the provisions of the Court Appointed Non-Professional Bargaining Agreement, shall be included in this unit and covered under the terms of this Agreement.

1.2 Union Recognition Limitation

The recognition of the Union, as the sole and exclusive bargaining representative, does not extend to the following classes of nonprofessional employees within the following grantor-grantee relationship.

- (a) Persons hired for a definite period of time, of less than twelve (12) consecutive calendar months, with no reasonable expectation of extended employment beyond the initial hiring period;
- (b) Person hired for a definite project, with a known termination date within twelve (12) months from the date of hiring.

1.3 Union Recognition Exclusions

The recognition of the Union as the sole and exclusive bargaining representative specifically excluding the following classes of professional and nonprofessional employees:

- (a) Supervisors, managerial and confidential employees and guards.

- (b) Temporary, seasonal, or irregular employees.

1.4 Definitions

- (a) Full-time Employee – In those departments where the normal work day is seven and one-half (7.5) hours, exclusive of lunch time, a person who is on a regular basis scheduled for Thirty-one (31) hours or more in a work week, provided that the employee had successfully completed the probationary period prescribed in this Agreement and that it is his primary place of employment.
- (b) Part-time Employee – In those departments where the regular work day is seven and one-half (7.5) hours per day, exclusive of lunch time, a person who is on a regular basis, on duty more than Thirty-one (31) hours in a work week, or this is his secondary source of employment.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Management Rights Defined

The employer shall exercise its management rights, without restriction, except for those specific restrictions imposed by this Agreement. Management rights shall be defined as being matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and direction of personnel.

ARTICLE III

UNION RIGHTS

3.1 Contract Distribution

The County agrees to distribute copies of the contract, to all new employees, and inform them of the Union's designation as the exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

3.2 Union Employee Access

The County agrees to permit the Union to have access to the members of the bargaining unit when the Union official indicates his presence to the Employee Relations department and the Union access does not result in an interruption of work. The Union will be permitted to utilize space on three (3) bulletin boards in the Court House.

3.3 Union Use of Facilities

The Union shall be permitted the use of courtroom facilities, for Union meetings, by request to the Court Administrator. The Administrator shall receive the request, in writing, at least five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

3.4 Union Information

The County will supply non-confidential information to the Union for the purposes of allowing it to bargain collectively and handle grievances and arbitration matters.

3.5 Employee Stewards

A steward shall be permitted to investigate, present and process grievances, on or off the property of the Employer, without loss of time or pay, provided the permission of the Department Head and the Director of Human Resources is first received. This permission shall not be withheld provided the steward submits legitimate reasons for the necessity of such action.

ARTICLE IV

UNION SECURITY

4.1 Employee Union Membership

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in the Union in good standing for the duration of the Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the County by the Union to such effect, obligate the Employer to discharge such person.

4.2 Employee Union Removal

Employees who are, or who may become members of the Union, may resign from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

4.3 Dues Deduction

The County agrees to deduct monthly union dues, and/or uniform assessments of the local Union from the first pay each month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made. An employee shall

have the right to revoke such authorization by giving written notice to the County and Union during the period of fifteen (15) days prior to the expiration of this Agreement.

4.4 Fair Share

Fair share shall be paid by any unit employee who does not join the Union. Administration of this section shall be in conformance with Pennsylvania law.

4.5 Hold Harmless

The Union shall defend and hold the County and its representatives harmless from any and all claims, or litigation of any kind, arising out of any action or inaction by the county, or any County representative, to comply with the provisions of this Article.

ARTICLE V

SCHEDULING AND OVERTIME

5.1 Employee Work Day

The regular work day shall consist of seven and one-half (7.5) consecutive hours beginning on or after 7:00 a.m.

5.2 Call Out

Any employee who is called to work, or who is called back to work after completing his regular days work, shall be guaranteed three (3) hours of pay at the appropriate rate.

5.3 No Overtime Refusal

No employee shall be justified or warranted, without valid reason, to refuse overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitated the doing of such overtime work.

The County shall supply to the Union on a routine basis the overtime hours worked by employees covered by this Agreement. The County shall endeavor to distribute the overtime as equitably as possible, taking into consideration the circumstances of the case.

The County will develop appropriate forms for submission to the payroll department on which employees may report overtime hours.

For purposes of this Article, holidays and vacation days shall be treated as time worked. Sick days and bereavement days do not count as time worked for the purposes of overtime.

5.4 Coffee Break

Each employee is entitled to a fifteen (15) minute break during each one-half (1/2) work shift.

ARTICLE VI

SENIORITY

6.1 Seniority Defined

Seniority is defined herein as the date that the employee starts work in any department . This is known as departmental seniority and will be utilized for all departmental purposes including bidding, bumping, picking vacations, and work schedules within the department.

There is also "unit seniority" which is seniority defined as the date the employee commences employment with the bargaining unit. Seniority shall be accumulated during absences due to illness, layoff or leave of absence as long as such seniority/continuous service is not terminated in accordance with other provisions of this Agreement.

6.2 Reductions in Force

In the event of a reduction in force, the most junior person shall be reduced.

6.3 Recall

In the event the County recalls employee in the department, employees displaced and/or on layoff from said department shall be rehired in reverse order in which they were laid off.

6.4 Seniority Broken

Seniority shall be broken for any of the following reasons:

- (1) An employee quits or resigns or retires;
- (2) An employee is discharged for cause;
- (3) an employee is laid off for a period in excess of twenty-four (24) consecutive months or a period equal to the amount of active employment, whichever is lesser. If an employee cannot return to work after an absence of twenty-four (24) months, all service and seniority terminate. Applicable for all absences on or after ratification of this Agreement.

- (4) An employee is off for any reason (non-layoff), and cannot return to work after an absence of twenty-four (24) months. Positions vacant because of 6.4(4) will be posted for bid after six (6) months; should the incumbent employee return to work within twenty-four (24) months, then all employees will move back to their original positions or be laid off.

6.5 Vacation Calculation

For purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.

6.6 Part-time Seniority

For the purpose of this Article, regular part-time employees shall receive one (1) day continuous service credit for each two (2) days of part-time service. The County may use work hours to determine service and seniority if this is easier to track.

6.7 Probationary Employee

All new employees shall be considered probationary employees for a period of thirty (30) working days from the beginning of their employment, during which time they shall have no benefits and be bound by all of the other provisions of the Agreement. A new employee may be summarily dismissed within said thirty (30) working day period from the date of employment at the sole discretion of the County. If such employee is retained beyond this thirty (30) day probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits under this Agreement shall accrue from the beginning of his employment.

6.8 Union Membership Records

The County agrees to supply the Union within two (2) weeks after execution of the Agreement a list containing the names and addresses of all employees covered by this Agreement with their length of service with the County.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Disputes Jurisdiction

All disputes between the Employer and the Union, or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure:

STEP ONE: All grievance must be initiated within five (5) working days of the alleged occurrence. It shall first be discussed orally by the

grievant and/or his steward and the employee's immediate supervisor. The supervisor must give his/her answer within three (3) working days of such meeting.

STEP TWO:

If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance in writing and give or send a copy of the same to the appropriate Human Resources Director and the Union within five (5) working days after receipt of the Step One answer. The Human Resources Director and one of the Union officers and/or business agents, or stewards, shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within three (3) working days after such meeting.

STEP THREE:

In the event no agreement is reached at Step Two, either the Union or the Employer may upon written notice to the other appeal the grievance to arbitration within five (5) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon an impartial Arbitrator within five (5) working days after the notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within five (5) working days, then the Employer and the Union shall request the Pennsylvania Bureau of Mediation to submit a panel of seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator from such a list until but one (1) name remains. The Employer shall strike the first name.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Membership Update on Union Employee Records

The County agree to provide the Union with a regular monthly notice of all new appointments, their addresses, resignation and retirements affecting employees within the bargaining unit.

8.2 Safety Clause

No employee shall be required to work under conditions that are unsafe or hazardous; however, it is agreed that all employees shall perform the work first and then grieve the determination of "unsafe or hazardous" conditions, unless there is a clear and present threat to the employee's safety.

8.3 Entire Agreement

The County and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties and constitutes the entire agreement between the parties.

8.4 No Strike/No Lockout

It is understood that there shall be no strike or lockout during the life of the Agreement.

8.5 Pension Meetings

The Union shall notify the County of the employees selected to observe meetings concerning the pension system and to receive reports concerning same.

8.6 Part-time Benefits

Regular part-time employees who are eligible will receive no fringe benefits other than pro-rated vacation and sick leave.

8.7 Labor-Management Committee

The parties agree to create a Labor-Management Committee as needed or desired for the purpose of jointly communicate to the public the services offered by the County Government and its employees. The Committee will meet periodically to discuss, plan and implement methods of public outreach through verbal and written presentations and public appearances.

8.8 Time Off For Union Business

During the term of this Agreement, the County agrees to permit employees designated by the Union to take time off with pay for Union business, subject to the following conditions:

- (a) No more than twenty (20) days per year (160 hours), such days may be consecutive.
- (b) The Union must identify in writing to the appropriate Department Head or Elected Official and to the County Human Resources Director at least one

(1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Union business. Management shall not unreasonably withhold permission. Employees so designated shall be paid by the County their straight time earnings, not to exceed eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for purposes of calculating overtime pay.

- (c) The County shall not be required to replace on the schedule any employee so designated by the Union. In the event the County determines to replace the employee, it is agreed that part-time employees may be utilized to fill the vacancy. In no event will the County be required to incur an overtime obligation to replace the designated employee.
- (d) The parties agree to review the practice of granting paid time off for Union business as needed to ensure that the operational needs of the County Government are adequately met. In the event there is abuse of practice by the Union and/or the employees, the County may discontinue the practice subject to the provisions of the Grievance Procedure.

ARTICLE IX

DISCIPLINARY ACTION

9.1 Employee Discipline

The County shall not suspend, discharge, or take any disciplinary action against an employee without just and reasonable cause. If practicable, the Union and the Employee shall be notified and the reasons of the discipline provided in writing to the Union and the Employee prior to the imposition of any suspension, discharge, or other disciplinary action.

ARTICLE X

EVALUATION AND PERSONNEL FOLDERS

10.1 Personnel file Access

Employees within the bargaining unit will have the right, upon request, to review the contents of their personnel files. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become a part of his personnel file.

10.2 Personnel File Maintenance

There shall be one official personnel file that shall be maintained in the Human Resources Office. Employees within this bargaining unit will have the right, upon request, to review the contents of their personnel files. The employee shall have the right

to submit a statement concerning any material in his/her file. Such statement shall become a part of the file.

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgment of such material shall take place in the presence of the Director of Human Resources or his designee.

ARTICLE XI

COMPENSATION

11.1 Pay Scales

Employees in this bargaining unit shall work a 37.5 hour work week.

11.2 Pay Scales

Probation Officers – Unused Steps and Additional Steps

Effective with the January 1, 2013 interest arbitration award, new Steps 17 and 18 were added to the then existing pay scale at both Grade 9 and Grade 10 for Probation Officer I and Probation Officer II. The differential between each step was two (2.00%) percent. Additionally, certain existing steps, such as Steps 1 through 4 of Grade 9, were eliminated. The wage scale attached hereto has been modified to reflect same as directed by the Arbitrator's Award of October 20, 2016

Additionally, the prior scale for Probation Officer I terminated at fourteen (14) years of service and Probation Officer II at ten (10) years of service. Effective July 1, 2016, the pay scale shall be extended for Probation Officer I and Probation Officer II by adding three steps. The differential between each step and the next lower step shall be two (2.00%) percent following the fifteenth year and two and one-half (2.5%) following the twentieth and twenty-fifth year. The new steps shall be available as follows:

- (1) Upon the completion of fifteen (15) continuous years of service;
- (2) Upon the completion of twenty (20) continuous years of service;
- (3) Upon the completion of twenty-five (25) continuous years of service.

These additional steps are reflected in the wage scale attached hereto.

Probation Officers – Wages

Effective January 1, 2016, the base wage at each step, shall be increased by two (2.00%) percent above the rate in effect at that step and grade on December 31, 2015.

Effective on January 1 of 2017, the base wage at all steps shall be increased by three (3.00%) percent above the rate in effect at that step and grade on December 31 of the prior calendar year.

Effective on January 1, 2018, the base wage at all steps shall be increased by three and one-half (3.5%) percent above the rate in effect at that step and grade on December 31 of the prior calendar year.

Step Progression

For calendar year 2016, and for each successive calendar year during the term of this collective bargaining agreement, employees will move one (1) step up on the pay scale.

Longevity for Probation Officers is built into the pay scale. Therefore all references to longevity in classifications or job titles other than Case Aides have been removed from the agreement

Case Aides

Effective January 1, 2016, the base wage of Case Aides shall be increased by two (2.00%) percent above their base wage in effect December 31, 2015.

Effective January 1, 2017, the base wage of the Case Aides shall be increased by three (3%) above their base wage in effect on December 31, 2016.

Effective January 1, 2018, the base wage of Case Aides shall be increased by three and one-half (3.50%) percent above their base wage in effect on December 31, 2017.

Case Aides do not participate in the wage scale. Eligible case aides shall receive longevity pay in the amount of \$250.00 annually on or after the tenth (10th) year of service and \$500 annually on or after the twentieth (20th) year of service.

Payment of Increases in 2016

Payment of the 2016 wage increase for the expired period of 2016 may be made by the County in installments through the balance of the 2016 calendar year. As to each employee, such installments shall be in nearly equal amounts as feasible.

At the discretion of the County, payment of the 2016 wage increase for the expired period of 2016 may be made in a lump sum payment, provided, however, that all employees are paid in the same manner – installment or lump – and that, if the County elects to pay employees in lump sum, the payment shall be made no later than November 30, 2016. Note: The Union agreed to additional time for the payout of the 2016 retro pay.

11.3 On Call Pager Pay

The weekly rate to be shared by Juvenile Probation and/or Adult Probation employees assigned to be on call with a pager shall be \$550.00 per week. Four most senior(4) employees from Juvenile Probation Intake Officers shall be on call pursuant to this provision at any one time. In addition to the compensation provided for this assignment, if an employee is required to leave his or her home as a result of being on call and receiving call via the pager and responding, the employee will be paid for the time away from his or her home and will be given time off at the beginning of the next work day equal to the amount of time that the employee was required to leave his or her home in response to the call. The time off will be paid at straight time.

On call with a pager shall continue to only apply under the circumstances in which the on call provision has been applied in the past in Children and Youth. In the past, in order to comply with the legal mandates relative to responding to allegations of child abuse, the employers has scheduled on employee a day, 7 days a week, 52 weeks a year to be on call with a pager from the time the employee leaves work until the employee returns to work the next day, including holidays and weekends. The assignment has normally been shared each week, but no more than one employee has received the assignment for the same period. During the period that the employee is on call with a pager, the employee is required to restrict his or her activities so that he/she is available within the immediate geographic vicinity of his/her home and available to answer, handle and respond to any call for which he or she is required and arrive at the scene in the event the employee is required at the scene promptly after receipt of the call. It is also understood that the employee, so assigned, will be available at all times during the period he or she is on call to respond to all calls and that the ability to respond means that the employee will not be under the influence of alcohol or otherwise not in an inappropriate state to respond to the call. This on call provision shall be strictly construed to restrict the benefit to those employees under the circumstances under which it has been granted in the past in Children and Youth.

11.4 Work Week

The pay scale set forth in Section 11.1 shall be applicable regardless of whether 35 or 37.5 hours are scheduled for work in a week.

11.5 Temporary Transfer

An employee temporarily transferred or upgraded to a higher job class for a period of five (5) work days or longer shall receive the salary as per article 6.7 or current practice. Employees doing lower job class work temporarily will receive no decrease in pay.

ARTICLE XII

EXPENSES

12.1 Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

12.2 Meal Allowance

Meals shall be reimbursed in accordance with the County Travel policy as it may be amended from time to time.

ARTICLE XIII

HOLIDAYS

13.1 Holidays Recognized

The following days shall be recognized as paid holidays for all employees:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- General Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Calendar Day after Christmas (or such workday as the parties may agree)
- Employee's Birthday*

* The employees have the option of observing their birthday on any one of the work days falling within the work week.

13.2 Holiday Pay

If an employee works on any one of the days set forth in Section 13.1, he shall receive his holiday pay, plus time and one-half (1½) for all hours worked.

13.3 Holidays and Schedules

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operation requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off as schedules will permit, or be compensated at the rate of time and one-half (1½) of the regular hourly rate, plus holiday pay.

13.4 Holiday Credits

Any employee on sick leave or vacation who would otherwise be entitled to a paid holiday shall not have the holiday charged against his sick leave or vacation credit.

13.5 Holiday Absences

All employees must be in compensable status on the day preceding a holiday and the day succeeding a holiday in order to be paid for the holiday. Any absence on these days must be reported to the office of Employee relations before 9:00 a.m. on the day of the absence.

13.6 Holiday Determinations

For employees regularly scheduled on a Monday through Friday schedule, when a holiday falls on a Sunday the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

For other employees, the holiday shall be observed on the actual date set for the holiday.

ARTICLE XIV

VACATIONS

14.1 Vacation Ranges

All employees shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
6 months to 1 year	1 week*
1 year less than 4 years	2 weeks
4 years less than 8 years	3 weeks
8 years less than 10 years	4 weeks
10 years less than 12 years	4 weeks, 2 days
12 years less than 15 years	4 weeks, 4 days
15 years and over	5 weeks.

* This provision only applicable to employees hired between January 1 and May 31.

14.2 Vacation Earned

Vacation entitlement is based on continuous service with the County and is earned as of the employee's anniversary date. Vacations are considered earned as of January 1 of each calendar year; however, if the employee ceases employment in a year in which additional vacation is earned and terminates employment prior to the anniversary date, then, if the additional vacation has been used, the employee shall reimburse the County for unearned vacation.

14.3 Vacation Scheduling

Each March 1, the County shall supply vacation preference forms to employees. Vacations shall be granted at the time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority, as it relates to total years of service with the County, shall be given the choice of vacation period in the event of any conflict in selection, provided the form is returned no later than April 1. The employee must pick their vacation by April 1 of each year. Employees who do not pick their vacation by April 1 will be permitted to pick vacations on a first come, first served basis provided that this vacation does not interfere or limit the departmental needs, with seniority as the breaker in case of disputes between employees.

14.4 Vacation Credit

If a holiday occurs during employee's vacation period, such employee, at his option, shall be either entitled to an additional day's pay in addition to his regular vacation pay, or to an additional day off, with pay, at a time mutually agreeable between the County and the employee.

14.5 Termination Notice

Employees must work out a two (2) week notice, prior to termination, or forfeit vacation.

ARTICLE XV

JURY DUTY

15.1 Jury Duty Compensation

Any employee who has been called to jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury duty. If an employee

serves on jury duty for five (5) days, Monday through Friday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a jury notice of summons and the amount of pay received for such service.

15.2 Jury Duty Notification

When an employee receives notice that he is to report for jury duty, he shall notify his appropriate department head immediately after the employee receives notice.

15.3 Jury Duty Status

An employee on jury duty shall be considered the same as being at work.

ARTICLE XVI

BEREAVEMENT LEAVE

16.1 Days Permitted

In the case of death in the immediate family, employees will be granted leave for up to three (3) days with pay at the straight time rate. Immediate family is defined as husband, wife,, children, parents, brother, sister, half brother, half-sister, step-parents, step children, siblings, grandparents, grand-children, parent in law, brother in law, and sister in law.

16.2 Near Relatives

In the event of death of other near relative, one (1) day off, with pay at the straight time rate will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's work day. Near relative is defined as aunts, uncles, nieces, and nephews.

16.3 Bereavement Travel

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the appropriate supervisory employee.

ARTICLE XVII

SEVERANCE NOTICE GUARANTEE

17.1 Termination Notice

The Union and all employees affected shall receive thirty (30) days calendar notice of termination or layoff. If such notice is not provided, the employee shall receive four (4) weeks pay in lieu of the notice.

ARTICLE XVIII

PAID TIME OFF

18.1 Sick days and personal days shall be combined into Paid Time Off (PTO) as specified in this Article.

18.2 Employees will accrue PTO at the rate of 8.125 hours per month, effective the first day of the month, for a total of 13 work days of PTO annually.

18.3 PTO may be used as sick time or as personal time in accordance with the following general rules.

- (a) When used as sick time, employees must report off from work in accordance with office procedures for reporting off.
- (b) When used for personal time, requests for use of PTO days shall be submitted in writing to the appropriate Management representative at least one (1) day in advance of the requested date. Approval of such request shall be granted insofar as is reasonably possible, subject to the operational needs of the office. In the event two or more employees request the same PTO days, first request shall be honored.
- (c) When utilizing PTO, days earned in the current year will be utilized first before days carried forward under Section 4 9 (last in, first out)

18.4 Unused PTO

- (a) Settlement with each employee will be made as of the end of each calendar year for unused PTO, up to a maximum of five (5) days, based on the straight-time hourly rate of pay. In order to be eligible to sell back unused PTO, employees must have a bank of at least ten (10) days of PTO. Settlement of the unused portion of PTO will be calculated and paid by February 1 of the following year.
- (b) As an alternative to the settlement for unused PTO days, an employee may elect to carry forward all or a portion of unused PTO days from one year to the next with a maximum accumulation of total days carried forward at any one time of fifty (50) unused days. Unused PTO days carried forward, rather than settled as described above, may be used only for absence due

to bona fide injury or illness and shall not be used for purposes of personal days. PTO days so carried forward but unused at the time of termination or retirement will be paid for at the time of termination or retirement at the rate of sixty dollars (\$60.00) per day. Effective January 1, 2017, PTO days so carried forward but unused at the time of termination or retirement will be paid for at the rate of thirty-five (35%) percent of the employee's daily wage at the time of separation rate but not less than sixty (\$60.00) per day.

- (c) Employees voluntarily leaving employment with the County must give two (2) weeks' notice and work the notice period, or else forfeit an equal number of days of PTO days. No PTO days may be taken during the two week notice period.
- (d) All sick leave accumulated under prior agreements relating to sick leave shall be preserved in accordance with the terms of the prior agreements.

18.5 Use of PTO and sick days accumulated under prior agreements is mandatory for employees on leave pursuant to the Family and Medical Leave Act (FMLA). The first days accumulated shall be the first days used.

18.6 Employee Examinations

If in the judgment of the County, an employee does not appear able physically to perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

ARTICLE XIX

INSURANCE

All articles dealing with insurance shall be combined and replaced with the following language:

Medical, Dental, Life and Sickness and Accident

19.1 Hospitalization Plan

The County shall continue to provide hospitalization benefits to each full-time regular bargaining unit employee and his or her dependents through the Beaver County Health Alliance model, as provided to other County employees.

19.2 Physician Services

The County shall provide physician service benefits through UPMC Beaver County Health Alliance or such other physician network as the County shall determine. Co-pays will remain unchanged for the 2016 calendar year. Co-pays for physician services shall be:

Ten dollars (\$10.00) for each primary care visit;

Fifteen dollars (\$15.00) for each specialist visit;

Twenty-five dollars (\$25.00) for each hospital emergency room visit.

Effective January 1, 2017, co-pays for physician services shall be as follows:

Fifteen dollars (\$15.00) for each primary care visit;

Twenty dollars (\$20.00) for each specialist visit;

Fifty dollars (\$50.00) for each hospital emergency room visit.

Effective January 1, 2018, co-pays for physician services shall be as follows:

Fifteen dollars (\$15.00) for each primary care visit;

Twenty-five dollars (\$25.00) for each specialist visit;

Seventy-five dollars (\$75.00) for each hospital emergency room visit.

19.3 Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

19.4 Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

19.5 Employee Benefit Coverage Contribution

Each employee covered by the County's Benefit Program for Hospitalization and Physician Services shall continue to contribute two percent (2.00%) of the employee's base wage toward the cost of insurance premiums for such coverage for 2016.

Effective January 1, 2017, The percentage rate of contribution shall increase to two and one quarter percenter (2.25%) of the employee's base wage.

Effective January 1, 2018, – the percentage rate of contribution shall increase to two and one-half percenter (2.50%) of the employee's base wage.

Employees absent for an extended period shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made.

Any employee who elects against coverage provided through the County's Benefit Program for Hospitalization and Physician Services shall not contribute any portion of his or her wages during any period in which coverage is not provided to such employee.

Smoke Free Campus

The County, at its discretion, may establish a smoke free campus pursuant to Article II, Management Rights

Tobacco Surcharge: Effective January 1, 2014, to the extent that by reason of section 2701 (a) 1 (iv) or other pertinent provision of the Patient Protection and Affordable Care Act or any separate mandate of the health insurance issuer, the premium rate for coverage under the County's Benefit Program for Hospitalization and Physician services is increased by reason of tobacco use of insured employees or covered family members, then upon request of either party, the collective bargaining agreement may be reopened to address proposals regarding an increase in coverage contributions or a surcharge over and above the coverage contribution set forth in Section 5 of this Article to be assessed against such insured employees

19.6 Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from /Express Scripts or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. Retail orders shall be for orders of up to thirty (30) calendar day supplies. Mail orders shall be for up to ninety (90) calendar day supplies. All drugs will be subject to a three-tiered formulary as defined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

Effective January 1, 2016 co-pays for prescription drugs shall be as follows:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$5.00	\$10.00
Preferred Brand	\$10.00	\$10.00
Non-preferred Brand	\$25.00	\$40.00

Effective January 1, 2017 co-pays for prescription drugs shall be as follows (no change):

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$10.00	\$20.00
Preferred Brand	\$20.00	\$30.00
Non-preferred Brand	\$30.00	\$50.00

Effective January 1, 2018 co-pays for prescription drugs shall be as follows:

	<u>Retail (30 day supply)</u>	<u>Mail Order (90 day supply)</u>
Generic	\$10.00	\$20.00
Preferred Brand	\$20.00	\$30.00
Non-preferred Brand	\$30.00	\$50.00

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

19.7 Specialty Drugs

Effective January 1, 2017, the co-pay as to drugs that are designated specialty drugs under the prescription drug plan shall be \$100.00 per thirty-day supply, provided, however, that a specialty drug for purposes of this provision shall be restricted to drugs the cost of which is more than \$600.00 per thirty-day supply and which also satisfy one or more components of a specialty drug such as treating a rare condition, requiring special handling, required ongoing clinical assessment or having a limited distribution network.

19.8 Deductible

Effective January 1, 2017, each employee covered by the County's Benefit Program for Hospitalization and Physician Services shall be subject to an annual deductible of five hundred (\$500.00) dollars per individual or one thousand dollars (\$1,000.00) per family.

The annual deductible of five hundred dollars (\$500.00) per individual shall not apply to any employee who participates in the Employee Wellness Program/Take a Healthy Step Program and has earned 200 points during the January 1 through October 31 period of the prior calendar year. The annual deductible of one thousand dollars (\$1,000.00) per family shall not apply to any employee who participates in the Employee Wellness Program/Take a Healthy Step Program and has earned 200 points during the January 1 through October 31 period of the prior calendar year, provided his or her spouse has also earned 200 points during that time.

The participation requirement to be completed in 2016 to qualify for exemption from the deductible for the 2017 calendar year shall be one hundred (100) points to be earned as of December 31, 2016.

19.9 Life Insurance

- (a) The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand dollars (\$30,000.00).

- (b) The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty dollars (\$2,750.00).

19.10 Sickness and Accident Insurance

- (a) The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty-six per cent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefits shall be for twenty-six (26) weeks. Employees on FMLA will use sick day bank down to twenty (20) days.
- (b) Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.
- (c) Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

19.11 The County may at any time during the term of this Agreement provide the benefits described herein with any other network and/or provider.

19.10 Employees with more than two years of continuous service on the date they cease work because of occupational injury or illness will have their health coverage continued for a period of twelve (12) months from the end of the month last worked. Employees absent for any other reason will have their health coverage continued until the end of the month in which they last worked.

Employees terminated for cause by the County shall have their health coverage terminated effective their last day worked.

ARTICLE XX

LEAVES OF ABSENCE

20.1 Military Leave

Any employee entering military service shall have re-employment rights and pay in accordance with the federal and state statutes pertaining to such military service.

20.2 Parental Leave

Effective July 26, 1997, employees may use up to four (4) weeks of accrued sick leave for the birth of a child or an adoption. This leave is considered to be FMLA leave.

Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this contract, shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, childbirth, and/or recovery from any of the aforesaid in the manner, without discrimination, as applied to all other sickness and disabilities.

20.3 Sickness Leave

The County agrees to grant a leave of absence without loss of seniority rights and without pay to employees who are unable to work due to such employee's own non-occupational sickness or accident.

The leave may extend up to a maximum of one (1) year and may be for any shorter period which is mutually agreeable by the parties.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's hospitalization-surgical program and the County's dental program for a period of six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

20.4 Suspended Accrual

Employees receiving sickness and accident benefits or an unpaid leave of absence will not accrue, vacation days, holidays or PTO days.

Employees covered by this Agreement will abide by the Family and Medical Leave Policy attached as Attachment 4.

ARTICLE XXI

NON-DISCRIMINATION

21.1 Non-Discrimination

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race,

sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee, or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

21.2 Political Discrimination

No employee shall be reduced in rank, terminated, laid off, or suffer a loss of any benefit of employment because of political activity or inactivity. All employees agree to carry out all policy decisions of Elected Officials as soon as such decisions are communicated to the employees.

ARTICLE XXII

EDUCATION COMMITTEE

22.1 Education Committee

There shall be an Education Committee composed of Two (2) representatives of the County and Two (2) representatives of the Union which shall administer an education fund. The County shall make available to this fund amounts not to exceed Three thousand dollars (\$3,000.00).

The purpose of this fund shall be to pay tuition, fees or other charges for courses, seminars or similar activities which are related to an employee's job duties and are intended to maintain or improve the skills of that occupation or other occupation in the bargaining unit.

Tuition will be reimbursed for approved, job-related education up to \$1,000.00 per calendar year. Employees must remain employed by the County for one (1) year after completion of course, or reimburse the expense. Employee must also attain at least a "C" in the course.

ARTICLE XXIII

AGREEMENT ON NEW JOB DESCRIPTION AND CLASSIFICATION PROGRAM

- (1) Employees who feel that their position has been substantially changed may request reclassification from the Director, Employee Relations.
- (2) The Director shall cause a Position Description Questionnaire (PDQ) to be completed for the position in question.
- (3) The PDQ shall be submitted to DMG Maximus for evaluation and rating in accordance with its usual methodology.

- (4) If DMG determines that the position should be reclassified, the County shall implement the recommendation. If DMG determines that the position is properly classified, the employee may grieve the determination. At all times the employee and/or Union shall bear the burden of demonstrating the inaccuracy of DMG's evaluation.

Effective January 1, 2014, the following positions shall be reclassified from PO1 to PO2

Intermediate Punishment/House Arrest Officers in Beaver Falls and Aliquippa

Beaver Falls Maximum/ Re-Entry Officer

Aliquippa Maximum/Re-Entry Officer

Pay Up Coordinator

Financial Analyst

Corrections Counselors

The following individuals shall be reclassified from Probation Officer I to Probation Officer II based upon the existing requirements of their positions. For purposes of both seniority and compensation, the reclassification shall be deemed effective as of January 1, 2016:

Corrections Counselor Ben Rader

Domestic Relations Officer Brandi Maravich (Intergovernmental Officer)

Domestic Relations Officer Kim Clay (Intergovernmental Officer)

Domestic Relations Officer Erica Burd (Intergovernmental Conference/Enforcement Officer)

ARTICLE XXIV

SEPARABILITY AND SAVINGS CLAUSE

24.1 Separability Clause

If any article of this Agreement should be held invalid by operation of law, or by any governmental agency, or any tribunal of competent jurisdiction, or if compliance with, or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of the Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of has been restrained, shall not be affected thereby.

24.2 Savings Clause

In the event that any article or section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step Three, in accordance with the grievance procedure.

ARTICLE XXV

TERM OF AGREEMENT

29.1 Length of the Contract

The term of this Agreement shall be from January 1, 2016 to December 31, 2018, and shall continue thereafter unless either party notifies the other of its desire to modify or change the Agreement in accordance with the Public Employee Relation Act, commonly known as Act 195, Act of July and pursuant to the Authority granted to the County Code, specifically 16 P.S. Section 1620.

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this 14th day of September, 2017.

FOR THE COUNTY:

DATE

FOR THE UNION:

DATE:

Sandie Egley 9-14-17
Sandie Egley, Chairman

Greg Anderson
Greg Anderson

9/13/17

DeCSB 9-14-17
Daniel C. Camp III, Commissioner

Kris McCafferty 9-14-17
Kris McCafferty

Tony Amadio 9-14-17
Tony Amadio, Commissioner

Judy Miller 9-12-17
Judy Miller

Sidney Shaw 9-14-17
Sidney Shaw
Director of Human Resources

Garen Fedeles 9-14-17
Garen Fedeles
County Solicitor

WITNESS AND ATTEST

Cynthia Cook
Chief Clerk

Cynthia Cook

ATTACHMENT 1

[JOB CLASSIFICATIONS]

JOB CLASSIFICATIONS

COURT PROFESSIONALS

DOMESTIC RELATIONS

ENFORCEMENT OFFICER	PO-I
HEARING OFFICER	PO-I

ADULT PROBATION

PROBATION OFFICER I	PO-I
PROBATION OFFICER II	PO-II
CASE AIDES	

INTERMEDIATE PUNISHMENT

PROBATION OFFICER I	PO-II
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JUVENILE SERVICES

PROBATION OFFICER	PO-I
INTAKE COORDINATOR	PO-II + \$1,000.00
INTAKE OFFICER	PO-II
INTENSIVE D&A OFFICER	PO-II

SCHOOL BASED PROBATION

PROBATION OFFICER II	PO-II
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ATTACHMENT 2

[WORKPLACE HARASSMENT POLICY]

WORKPLACE HARASSMENT POLICY

Beaver County (the "County") respects the dignity and professionalism of each of its employees, and is committed to maintaining a work environment that is free from discrimination and unlawful harassment. In furtherance of this commitment, the County absolutely prohibits unlawful workplace harassment on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the complaint/investigatory process) or other protected status.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the statutory complaint process) or other protected status which unreasonably interferes with an individual's job performance or otherwise creates an intimidating, hostile or offensive working environment, or which results in a tangible employment action such as hiring, firing, promotion or demotion. Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material or offensive physical actions.

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitutes unlawful sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes unnecessary touching of an individual or unwelcome physical contact such as patting, pinching or brushing against another, subtle pressure or request for sexual activities, referring to or calling an individual by an endearing, demeaning or sexual term, a display in the workplace of sexually suggestive objects, pictures, cartoons or posters, graphic verbal commentaries about or leering at an individual's body, sexually degrading words used to describe an individual, sexually explicit, suggestive or offensive comments, jokes or teasing, preferential or derogatory treatment based on gender, verbal abuse of a sexual nature, physical or sexual assault, or other similar behavior.

All employees are responsible for helping to enforce the County's policy against harassment. Any individual who believes that he or she has been the victim of prohibited harassment must immediately report such conduct to his or her supervisor

so that the situation can be promptly investigated and remedied. An employee should not wait until the suspected harassment becomes severe or pervasive. An employee who is uncomfortable for any reason in bringing such matter to the attention of his or her supervisor, or who is not satisfied after bringing the matter to the attention of his or her supervisor, should report the matter to the Human Resources Director, Rick Darbut or to the Assistant Human Resources Director, Sidney Shaw. Any supervisor who receives a complaint of harassment must immediately report the matter to one of the foregoing County officials. Any questions about this policy or suspected harassment should also be brought to any of the same persons.

The matter will be promptly, thoroughly and impartially investigated and all allegations of harassment will be kept confidential to the extent possible. The alleged harasser will not have any direct or indirect control over the investigation. Employees should be aware that the County may, under certain circumstances, use an outside source to assist in the investigation of such complaints. In any event, an investigation will include, at a minimum, interviews of the employee who complained of harassment, the alleged harasser(s), and others who could reasonably be expected to have relevant information. If the County determines that harassment occurred, it will take immediate measures to stop the harassment and ensure that it does not recur. The Union will be informed in timely fashion of accusations made against Union members.

The County absolutely will not tolerate unlawful workplace harassment. The County also will not tolerate retaliation against anyone who files a bona fide complaint of harassment or who participates in an investigation. Any employee who is determined to have violated this policy, whether hourly or salary, will be subject to disciplinary action, up to and including discharge.

Any discipline imposed on a bargaining unit employee is subject to review in accordance with the grievance and arbitration provisions of the applicable collective bargaining agreement. In all other aspects, the Union shall have no obligation for enforcement of this Workplace Harassment Policy, and shall have no authority over the County's implementation and application of the Policy.

ATTACHMENT 3

[BEAVER COUNTY ABSENCE CONTROL PROGRAM]

BEAVER COUNTY ABSENCE CONTROL PROGRAM

Policy: Beaver County shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

I. Responsibility to Report Off

A. All employees shall report off to the person designated by his/her Office or Department prior to the start of the shift, unless circumstances (e.g., severe illness, incapacity, etc.) prevent them from so doing.

B. The employee must speak to the designated person when reporting off, unless different arrangements have been made in advance by the Office or Department management.

C. Failure to report off in the proper manner shall result in disciplinary action as set forth below.

D. Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered a "no show" and will result in the following disciplinary action:

1. First offense – oral warning.
2. Second offense – written warning.
3. Third offense – three (3) day suspension.
4. Fourth offense – discharge.

Employees affected by changes to the posted schedule shall be notified promptly by Management.

II. General Rules for Sick Time

A. Written Verification shall be required for sick time of more than three (3) consecutive scheduled days. **Employees in any stage of the disciplinary steps set forth above may be required to supply written verification for absences regardless of duration.** The verification shall come from a physician or other health care provider and shall at minimum describe the medical or physical facts and/or condition for which the employee sought consultation or treatment.

B. Discipline under this policy will usually be progressive. In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. Patterned illness or tardiness may be demonstrated, for example, by evidence that sick days are consistently used in conjunction with vacation, holidays or other days off. The total circumstances of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made. At the end of

that discussion, Management will determine whether to issue discipline in accordance with the progressive disciplinary policy set forth above.

C. Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that suspension without incurring an additional infraction, he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning (Step 1 of the policy).

D. Management reserves the right to impose greater discipline than called for under the progressive disciplinary schedule in response to severe abuses of the absenteeism policy.

E. All discipline issued in connection with the Absence Control Program shall be subject to the contractual grievance procedure.

ATTACHMENT 4

[FAMILY AND MEDICAL LEAVE POLICY]

FAMILY AND MEDICAL LEAVE POLICY

PURPOSE:

This Policy is intended to address situations arising under the Leave of Absence provisions of the County's labor agreements with the SEIU, and under the Family and Medical Leave Act (FMLA). Its purpose is to outline the conditions under which an employee and/or the County may:

- request leave;
- determine eligibility for leave; and
- designate an absence/leave as

leave under the FMLA and under the Leave of Absence provisions contained in collective bargaining agreements..

I. FMLA LEAVE

FMLA allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave, ("FMLA leave") for up to a total of 12 work weeks in any 12-month period because of:

- the birth of an employee's child;
- the placement of a child for adoption or foster care with an employee;
- circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- the employee's own serious health condition which make him/her unable to perform the functions of his/her job.

The County does not normally count absences due to injury or illness under the Workers' Compensation Act against an employee's FMLA or contractual leave entitlement. Absence due to compensable illness or injury will count as FMLA leave only when an employee declines an offer of a Transitional Duty assignment during the first twelve (12) weeks after a compensable injury.

II. CONTRACTUAL LEAVE

Under the Leave of Absence provisions of the County's labor agreements, a leave of absence without pay will be granted for up to one (1) year to employees unable to work because of non-occupational sickness or accident.

Under both FMLA and Contractual Leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave. Health benefits shall be maintained for a maximum of six (6) months. Under the County Retirement Program, any period of leave, up to a maximum of one year, will not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

Spouses who are both employed by the County are entitled to a combined total of 12 weeks of FMLA leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a parent with a serious health condition. Spouses are each entitled to up to one year of leave for non-occupational sickness or accident under the labor agreement.

III. SCOPE OF POLICY

This policy applies to all FMLA leaves and Contractual leave for hourly and salaried employees, whether requested by the employee, or designated by the County.

If an employee is entitled to both FMLA leave and any other type of accrued leave (*e.g.*, vacation, personal days, sick days and contractual leave), the time periods will run concurrently and employees must use available accrued leave while on FMLA leave, except that employees are permitted at their option to keep up to twenty (20) sick days in reserve for their own personal illness. For leave to care for a child or family member, and employee is required to use all unused vacation and personal days during the leave period

IV. ELIGIBILITY FOR FMLA LEAVE

To be eligible for FMLA leave, an employee must have been employed by the County for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave.

V. REQUEST FOR FMLA LEAVE

An employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are expected to give at least verbal notification to

the County within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the County and make a reasonable effort to schedule the leave so as not to unduly disrupt the County's operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the County receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the County reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered leave. In such circumstance, the County may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

VI. REQUIRED MEDICAL CERTIFICATION

The County will require medical certification to support FMLA and contractual leave. The Employee Relations Department will provide each employee who may qualify for either type of leave with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Employee Relations Department within a *reasonable* time period (*normally* 15 calendar days after the employee receives the County's medical certification form). Failure of an employee to return the certification form in a timely fashion in cases of foreseeable leave may delay the taking of leave. Failure of an employee to return the certification form in a timely fashion in other cases may delay the continuation of leave. Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The County reserves the right, however, to request subsequent and/or additional certification of FMLA and contractual leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider. The County further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- the employee requests an extension of FMLA leave;
- circumstances described by the previous certification have changed significantly;

- the County receives information that casts doubt upon the employee's stated reasons for the absence; or
- the County has reason to question the appropriateness of the leave and/or its duration.

The County may require a second medical opinion at its own expense by a health care provider designated by the County (but who is not employed on a regular basis by the County) if it doubts the validity of a medical certification. If the first and second opinions differ, the County may require the opinion of a third health care provider. The third health care provider must be approved jointly by the County and the Union, and must be paid for by the County. The opinion of the third health care provider will be final and binding on the County and the employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave and/or contractual leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave. The leave may be treated as Contractual Sickness leave under the labor agreement in conformity with the requirements for use of Contractual Sickness leave (i.e., contractual leave may only be used for the employee's personal illness/injury, not for care of spouse, children, etc.).

VII. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE

FMLA Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. Eligibility for intermittent or reduced schedule leave will be determined as follows:

A. Intermittent/Reduced Leave Schedule after the Birth or Placement of a Child for Adoption or Foster Care

When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave on intermittently or on a reduced leave schedule only if the County agrees. If, however, a mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition, County agreement is not required, and such leave may be taken as long as proper certification of the necessity of such leave is provided.

B. Intermittent/Reduced Leave Schedule for Serious Health Condition

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition. Examples of such leave include:

1. Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.

2. Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.

When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the County which meets the employee's needs without unduly disrupting the employee's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave schedule basis, the County reserves the right to limit such leaves to the shortest period of time (one hour or less) that the County payroll system uses to account for absences or use or leave.

In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

VIII. DELAY/DENIAL OF FMLA AND LEAVE

The County may delay and/or deny FMLA leave under the following circumstances:

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the County may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;

- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the County may delay continuation of FMLA leave until the employee submits the certification;

- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

IX. EMPLOYEE HEALTH BENEFITS DURING LEAVE

Group health care coverage will continue for employees on leave as if they were still working. The maximum period of such coverage is six (6) months. After six (6) months, employees are responsible for making sure the County receives premium payments in accordance with applicable COBRA regulations. The Employee Relations Department will provide a schedule of payment amounts and due dates.

X. RETURN TO WORK REQUIREMENTS

Employees on approved FMLA leave or Contractual leave may be required to periodically report their status and intent and ability to return to work.

Where an employee has taken leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of his ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

XI. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. Contractual Sick leave may be available, however.

XIII. PENALTIES FOR FRAUD

An employee who fraudulently obtains FMLA or contractual leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the County will take all available appropriate disciplinary action against such employee due to such fraud.

XIV. ACCRUED PAID LEAVE

Any accrued paid leave time (*e.g.*, vacation, sick days, personal days) held by an employee at the time FMLA leave or contractual sick leave is taken must be used

concurrently with FMLA leave pr contractual leave, except that the employee has the option of preserving up to twenty (20) sick days for the employee's own personal illness.

ATTACHMENT 5
[TRANSITIONAL DUTY]

TRANSITIONAL DUTY

Section 1

The County and the Union agree to implement a Transitional Duty Program to help control workers' compensation expenses and to assist employees to return to work after compensable injury. From time to time, employees may be unable to perform the full range of duties required of their regular job due to job-related injury or disease compensable under the Pennsylvania Workers' Compensation Act. In order to provide gainful employment to these individuals, the County may create transitional duty jobs within the Bargaining Unit. These jobs may be filled only by County employees who are subject to work restrictions as a result of compensable work-related injury or disease. These jobs may also be offered on a voluntary basis to employees on non-occupational disability, including pregnancy.

Section 2

The right to determine whether or not to create or eliminate transitional duty jobs and the assignment of eligible employees to fill such jobs shall be vested exclusively in Management.

- (a) Transitional duty jobs shall not be filled in accordance with the posting and bidding provisions of this Agreement.
- (b) Assignment to transitional duty jobs shall be subject to the nondiscrimination provisions of this Agreement.
- (c) Transitional duty jobs shall not be used to erode the Bargaining Unit or reduce permanent staffing requirements.
- (d) Employees assigned to transitional duty jobs shall not be subject to the layoff and recall provisions of this Agreement.
- (e) In the event of a layoff, transitional duty employees shall not be used to perform work which would otherwise have been performed by employees on layoff.
- (f) Except as otherwise set forth in this Agreement, employees assigned to transitional duty jobs shall not lose seniority or other contractual benefits as a result of said assignment.
- (g) Employees on non-occupational disability, including pregnancy, may decline offers of transitional duty employment without loss of contractual benefits they may otherwise be entitled to under this Agreement.

Section 3

An Employee assigned to Transitional Duty shall earn the same hourly wage as he/she was earning before suffering the compensable injury. Unless mutually agreed otherwise, the employee will be assigned to the same shift as he/she was working at the time of the injury.

In the event the earnings of an employee assigned to transitional duty exceed the employee's average weekly wage at the time of the compensable injury, the employee shall no longer be entitled to partial disability payments in accordance with the Pennsylvania Workers' Compensation Act. The employee shall execute any necessary supplemental agreements to suspend temporary disability payments. In the event the injury recurs and workers' compensation benefits are reinstated the employee's average

weekly wage will be calculated, in accordance with the Workers' Compensation Act, as of the date of the original injury.

Section 4

Fringe benefits for employees assigned to transitional duty will be determined on the basis of the employee's pre-disability entitlement. For example, a full-time employee assigned to transitional duty on a part-time basis shall receive fringe benefits as though working full-time.

Section 5

Employees in transitional duty jobs shall be returned to their regular jobs at such time as they are medically certified to return to that job. Return shall be accomplished as soon as is practicable after receipt of the requisite certification.

Section 6

The decision as to whether or not to offer a transitional duty position to an employee, and whether an employee shall remain in transitional duty position will depend on availability of suitable transitional duty positions and the discretion of the Director of Employee Relations. Transitional duty positions are not regular jobs.

Employees are not required to accept offers of Transitional Duty Assignments during the first twelve (12) weeks after incurring a work related injury. This period corresponds to the period when the employee may be entitled to leave under the Family Medical Leave Act. However, in the event an employee declines an offer of Transitional Duty during the first twelve (12) weeks after incurring a work related injury, the period will be considered as FMLA leave.

Assignment to a transitional duty position shall not exceed 180 calendar days from the first day of assignment. If additional days in the transitional duty position are requested by the employee's attending practitioner based upon a return to work within an additional thirty (30) days beyond the original 180 days, the request and any other necessary documentation must be supplied to the County's Director of Human Resources within five (5) business days prior to the end of the initial 180 day period.

If at the end of 180 calendar days (except as noted in the preceding paragraph) the employee is not capable of returning to his/her regular position, the Transitional Duty assignment shall terminate, unless mutually agreed otherwise.

Section 7

The parties agree that implementation of this Transitional Duty Program will likely require continued monitoring and discussion. The parties agree to meet periodically on request to discuss the Transitional Duty Program and methods to improve it. It is agreed that the Program will be administered in such a fashion as to accommodate the legitimate needs of employees with respect to hours of work and shift assignments. In the event there are any changes to the Program proposed by either the County or the Union, the same will be negotiated.

ATTACHMENT 6

[PAY SCALES]

PROBATION OFFICERS I AND PROBATION OFFICERS II

37.5 hours
2% increase

2016

	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Additional step 15 years of service	Additional step 20 years of service	Additional step 25 years of service
Grade 9	\$ 39,850.78	\$ 41,225.62	\$ 42,600.44	\$ 43,975.27	\$ 45,350.11	\$ 46,724.94	\$ 48,099.76	\$ 49,474.59	\$ 50,849.43	\$ 52,224.26	\$ 53,599.09	\$ 54,973.92	\$ 56,348.75	\$ 57,723.58	\$ 58,338.77	\$ 59,797.24	\$ 61,292.17
Grade 10	\$ 42,374.13	\$ 43,859.95	\$ 45,345.77	\$ 46,831.59	\$ 48,317.41	\$ 49,803.23	\$ 51,289.05	\$ 52,774.87	\$ 54,260.69	\$ 55,746.51	\$ 57,232.33	\$ 58,718.15	\$ 60,203.97	\$ 61,689.79	\$ 63,333.18	\$ 64,976.51	

3% Increase

2017

	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Additional step 15 years of service	Additional step 20 years of service	Additional step 25 years of service
Grade 9	\$ 41,046.30	\$ 42,462.39	\$ 43,878.45	\$ 45,294.53	\$ 46,710.61	\$ 48,126.69	\$ 49,542.75	\$ 50,958.83	\$ 52,374.91	\$ 53,790.99	\$ 55,207.06	\$ 56,623.14	\$ 58,039.22	\$ 59,455.29	\$ 60,888.93	\$ 62,323.18	\$ 63,757.41
Grade 10	\$ 43,600.55	\$ 45,127.22	\$ 46,653.89	\$ 48,180.56	\$ 49,707.22	\$ 51,233.89	\$ 52,760.56	\$ 54,287.22	\$ 55,813.89	\$ 57,340.56	\$ 58,867.22	\$ 60,393.89	\$ 61,920.56	\$ 63,447.22	\$ 64,973.89	\$ 66,500.56	\$ 68,027.22

3.5% Increase

2018

	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Additional step 15 years of service	Additional step 20 years of service	Additional step 25 years of service
Grade 9	\$ 42,482.92	\$ 43,948.57	\$ 45,414.20	\$ 46,879.84	\$ 48,345.48	\$ 49,811.12	\$ 51,276.75	\$ 52,742.39	\$ 54,208.03	\$ 55,673.67	\$ 57,139.31	\$ 58,604.95	\$ 60,070.59	\$ 61,536.22	\$ 63,001.86	\$ 64,467.50	\$ 65,933.13
Grade 10	\$ 45,007.17	\$ 46,553.81	\$ 48,100.45	\$ 49,647.09	\$ 51,193.73	\$ 52,740.37	\$ 54,286.99	\$ 55,833.63	\$ 57,380.27	\$ 58,926.91	\$ 60,473.55	\$ 62,020.19	\$ 63,566.83	\$ 65,113.47	\$ 66,660.11	\$ 68,206.75	\$ 69,753.39

Case Aides

	2016	2017	2018
2% Increase	\$ 41,869.85	\$ 43,125.95	\$ 44,382.05
entry	\$ 46,507.92	\$ 47,903.16	\$ 49,298.40
Std			\$ 49,579.77

(1) Any new PO1 hired will begin at Grade 9 Step 5

(2) Any PO1 promoted to PO2 will begin at Grade 10 Step 9

(3) Any person as a PO1 who is at a higher step will maintain the step when they promote to a PO2
i.e. If one is currently a 9-11 as a PO1 and promote to a PO2, they would be a 10-11.

ATTACHMENT 7

[SUMMARY OF UPMC HEALTH BENEFITS]

**County of Beaver Health Alliance
EPO**

Primary Care Provider: \$15 Copayment per visit
Specialist: \$20 Copayment per visit

Deductible: \$0 / \$0

Coinsurance: 0%

Emergency Department: \$50 Copayment per visit

Total Annual Out-of-Pocket: \$7,150 / \$14,300

This document is your Schedule of Benefits. If you enroll in this plan, this Schedule of Benefits will be an important part of your Certificate of Coverage (COC). Your plan may also include a Summary Plan Description (SPD). If your plan has an SPD, it is issued by your employer or labor trust fund. It is not issued by UPMC Health Plan. An SPD either adds to or replaces your COC. It is important that you review and understand your COC and/or SPD because they describe in detail the services your plan covers. The Schedule of Benefits describes what you pay for those services.

For Covered Services to be paid at the level described in your Schedule of Benefits, they must be Medically Necessary.

They must also meet all other criteria described in your COC and/or SPD. Criteria may include Prior Authorization requirements.

Please note that your plan may not cover all of your health care expenses, such as copayments and coinsurance. To understand what your plan covers, review your COC and/or SPD. You may also have Riders and Amendments that expand or restrict your benefits.

If you have any questions about your benefits, or would like to find a Participating Provider near you, visit www.upmchealthplan.com. You can also call UPMC Health Plan Member Services at the phone number on the back of your member ID card.

For more information on your plan, please refer to the final page of this document.

Plan Information	County of Beaver Health Alliance		Other Participating Provider
	Network		
Benefit Period	Plan Year		
Primary Care Provider (PCP) Required	Encouraged, but not required		
Pre-Certification and Prior Authorization Requirements	Provider Responsibility		Provider or Member Responsibility

Member Cost Sharing	County of Beaver Health Alliance		Other Participating Provider
	Network		
Annual Deductible			
Individual	\$0 if MyHealth met		\$1,000 if MyHealth met
	\$500 if MyHealth not met		\$1,500 if MyHealth not met
Family	\$0 if MyHealth met		\$2,000 if MyHealth met
	\$1,000 if MyHealth not met		\$3,000 if MyHealth not met

Member Cost Sharing		County of Beaver Health Alliance Network	Other Participating Provider
Your plan has an embedded Deductible, which means the plan pays for Covered Services in these two scenarios — whichever comes first:			
*When an individual within a family reaches his or her individual Deductible. At this point, only that person is considered to have met the Deductible; OR			
*When a combination of family members' expenses reaches the family Deductible. At this point, all covered family members are considered to have met the Deductible.			
Deductible applies to all Covered Services you receive during the Benefit Period, unless the service is specifically excluded.			
Coinsurance			
	Covered at 100%; you pay \$0.	You pay 25% after Deductible.	
Copayments may apply to certain Participating Provider services.			
Total Annual Out-of-Pocket Limit			
Individual	\$7,150	\$2,000 if MyHealth met	
		\$2,500 if MyHealth not met	
Family	\$14,300	\$4,000 if MyHealth met	
		\$5,000 if MyHealth not met	
Your plan has an embedded Out-of-Pocket Limit, which means the Out-of-Pocket Limit is satisfied in one of two ways — whichever comes first:			
*When an individual within a family reaches his or her individual Out-of-Pocket Limit. At this point, only that person will have Covered Services paid at 100% for the remainder of the Benefit Period; OR			
*When a combination of family members' expenses reaches the family Out-of-Pocket Limit. At this point, all covered family members are considered to have met the Out-of-Pocket Limit and Covered Services will be paid at 100% for the remainder of the Benefit Period.			
Out-of-Pocket costs (Copayments, Coinsurance, and Deductibles) for Covered Services apply toward satisfaction of the Out-of-Pocket Limit specified in this Schedule of Benefits.			

Preventive Services	County of Beaver Health Alliance Network	Other Participating Provider
Preventive Services will be covered in compliance with requirements under the Affordable Care Act (ACA). Please refer to the Preventive Services Reference Guide for additional details.		
Pediatric Care and Immunizations		
Preventive/health screening examination	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Pediatric immunizations	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Well-baby visits	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Adult Care and Immunizations		
Preventive/health screening examination	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Adult immunizations required by the ACA to be covered at no cost-sharing	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Women's Care		
Screening gynecological exam	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Breast exam and pap test (Physician services)	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Outpatient mammogram (based on age guidelines)	Covered at 100%; you pay \$0.	You pay 25%. Deductible does not apply

Covered Services	County of Beaver Health Alliance Network	Other Participating Provider
Hospital Services		
Semi-private room, private room (if Medically Necessary and appropriate), surgery, pre-admission testing	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Outpatient/ambulatory surgery	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Observation stay	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Maternity	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Emergency Services		
If you would like to speak to a registered nurse about a specific health concern, call our UPMC MyHealth 24/7 Nurse Line at 1-866-918-1591. You may also send an email using the Web Nurse Request system at www.upmchealthplan.com.		
Emergency department	You pay \$50 Copayment per visit.	
	Copayment waived if you are admitted to hospital.	

Covered Services	County of Beaver Health Alliance Network	Other Participating Provider
Emergency transportation	Covered at 100%; you pay \$0.	
Urgent care facility	You pay \$15 Copayment per visit.	You pay \$15 Copayment per visit.
Physician Surgical Services		
	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Provider Medical Services		
Inpatient medical care visits, intensive medical care, consultation, and newborn care	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Adult immunizations not required to be covered by the ACA	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Primary care provider office visit	You pay \$15 Copayment per visit.	You pay \$15 Copayment per visit.
Specialist office visit	You pay \$20 Copayment per visit.	You pay \$20 Copayment per visit.
Convenience care visit	You pay \$10 Copayment per visit.	You pay \$10 Copayment per visit.
Virtual visit - Level 1 (e.g., non-specialist)	You pay \$15 Copayment per visit.	You pay \$15 Copayment per visit.
Virtual visit - Level 2 (e.g., specialist)	You pay \$20 Copayment per visit.	You pay \$20 Copayment per visit.
Allergy Services		
Treatment, injections, and serum	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Diagnostic Services		
Advanced imaging (e.g., PET, MRI, etc.)	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Other imaging (e.g., x-ray, sonogram, etc.)	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Lab	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Diagnostic testing	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Diagnostics billed by Physician Office	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Rehabilitation Therapy Services		
Physical, speech, and occupational therapy	You pay \$15 Copayment per visit.	You pay 25% after Deductible.
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
	Limited to the greater of: 60 consecutive days OR 25 visits per condition, per Benefit Period, for all three therapies combined.	
Cardiac rehabilitation (Facility)	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
	Covered up to 12 weeks per Benefit Period.	
Pulmonary rehabilitation (Facility)	You pay \$15 Copayment per visit.	You pay 25% after Deductible.
	Covered up to 24 visits per Benefit Period.	
Habilitation Therapy Services		
Physical, speech, and occupational therapy	You pay \$15 Copayment per visit.	You pay 25% after Deductible.
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
	Limited to the greater of: 60 consecutive days OR 25 visits per condition, per Benefit Period, for all three therapies combined.	

Covered Services	County of Beaver Health Alliance Network	Other Participating Provider
Medical Therapy Services		
Chemotherapy, radiation therapy, dialysis therapy	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Injectable, infusion therapy, or other drugs administered or provided by a medical professional in an outpatient or office setting	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Pain Management		
Pain management program	You pay \$25 Copayment per visit.	You pay 25% after Deductible.
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
Mental Health and Substance Abuse Services		
Contact UPMC Health Plan Behavioral Health Services at 1-888-251-0083		
Inpatient (e.g., detoxification, etc.)	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Inpatient non-hospital residential services	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Outpatient (e.g., rehabilitation, therapy, etc.)	You pay \$15 Copayment per visit.	You pay \$15 Copayment per visit.
Other Medical Services		
Acupuncture	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
	Covered up to 12 visits per Benefit Period. Refer to the Certificate of Coverage for specific Benefit Limitations.	
Corrective appliances	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
Dental services related to accidental injury	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
Durable medical equipment	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
Fertility testing	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
Home health care	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
Hospice care	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
Nutritional products	Covered at 100%; you pay \$0.	You pay 25%. Deductible does not apply
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
Oral surgical services	Covered at 100%; you pay \$0.	You pay 25% after Deductible.
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
	Physician services will be covered at the County of Beaver Health Alliance Network cost share level for Other Participating Providers.	
Podiatry care	You pay \$15 Copayment per visit.	You pay \$15 Copayment per visit.
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
Private duty nursing	Covered at 100%; you pay \$0.	Covered at 100%; you pay \$0.
	Refer to the Certificate of Coverage for specific Benefit Limitations.	

Covered Services	County of Beaver Health Alliance Network	Other Participating Provider
Skilled nursing facility	Covered at 100%; you pay \$0. Covered up to 100 days per Benefit Period. No coverage for hospital based facilities. Refer to the Certificate of Coverage for specific Benefit Limitations.	Covered at 100%; you pay \$0.
Therapeutic manipulation	You pay \$10 Copayment per visit. Covered up to 25 visits per Benefit Period. Refer to the Certificate of Coverage for specific Benefit Limitations.	You pay \$10 Copayment per visit.
Diabetic Equipment, Supplies, and Education		
Diabetic equipment and supplies (NOTE: If you have prescription drug coverage through a program other than Express Scripts Inc., that plan will pay for diabetic supplies and equipment first.)		
Glucometer, test strips, and lancets, insulin and syringes	Must be obtained at a Participating Pharmacy. See applicable pharmacy rider for coverage information.	
Diabetic education	Covered at 100%; you pay \$0.	Not covered

Prescription Drug Coverage	
Retail prescription drugs are administered through Express Scripts <ul style="list-style-type: none"> • 30-day maximum supply • Mandatory generic 	You pay \$10 Copayment for generic drugs. You pay \$20 Copayment for preferred brand drugs. You pay \$30 Copayment for non-preferred brand drugs.
Mail-order prescription drugs are administered through Express Scripts <ul style="list-style-type: none"> • 90-day maximum supply • Mandatory generic 	You pay \$20 Copayment for generic drugs. You pay \$30 Copayment for preferred brand drugs. You pay \$50 Copayment for non-preferred brand drugs.

Wellness Disclaimer

We are committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all members. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at 1-855-395-8762, and we will work with you and your doctor to find a wellness program with the same reward that is right for you in light of your health status.

The capitalized words and phrases in this Schedule of Benefits mean the same as they do in your Certificate of Coverage (COC). Also, the headings under the Covered Services section are the same as those in your COC.

At all times, UPMC Health Plan administers the coverage described in this document in full compliance with applicable laws and regulations. If any part of this Schedule of Benefits conflicts with any applicable law, regulation, or other controlling authority, the requirements of that authority will prevail.

Your plan documents will always include the Schedule of Benefits, the COC, and the Summary of Benefits and Coverage (SBC). You'll find these documents at www.upmchealthplan.com. If you have questions, call Member Services.

UPMC Health Plan is the marketing name used to refer to the following companies, which are licensed to issue individual and group health insurance products or which provide third party administration services for group health plans: UPMC Health Network Inc., UPMC Health Options Inc., UPMC Health Coverage Inc., UPMC Health Plan Inc., UPMC Health Benefits Inc., UPMC for You Inc., and/or UPMC Benefit Management Services Inc.

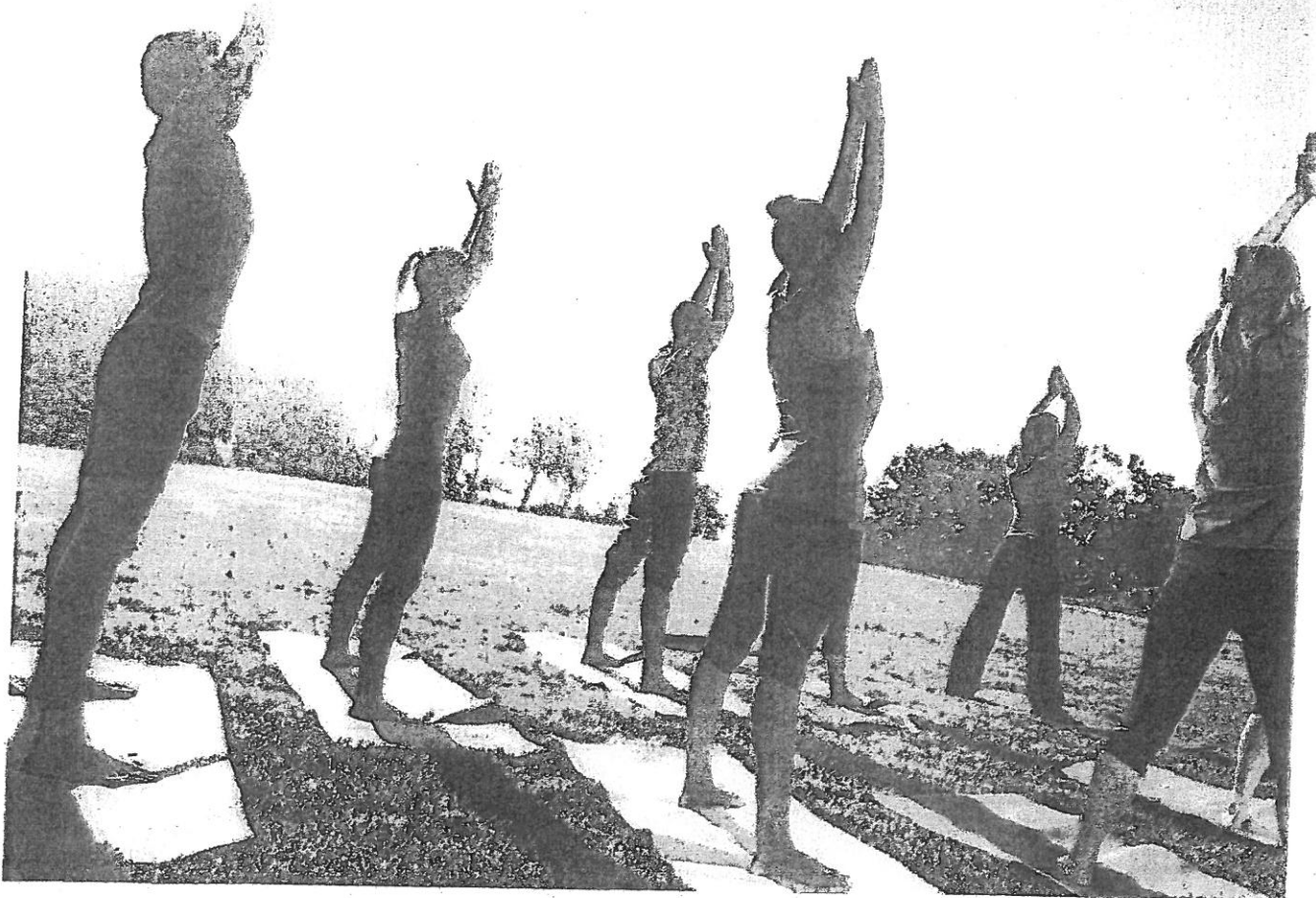
UPMC Health Plan
U.S. Steel Tower
600 Grant Street
Pittsburgh, PA 15219

www.upmchealthplan.com

ATTACHMENT 8
[WELLNESS PROGRAM]

Take a Healthy Step

Wellness Resource Guide



Taking strides toward a healthy lifestyle 2016-2017
Beaver County Employees



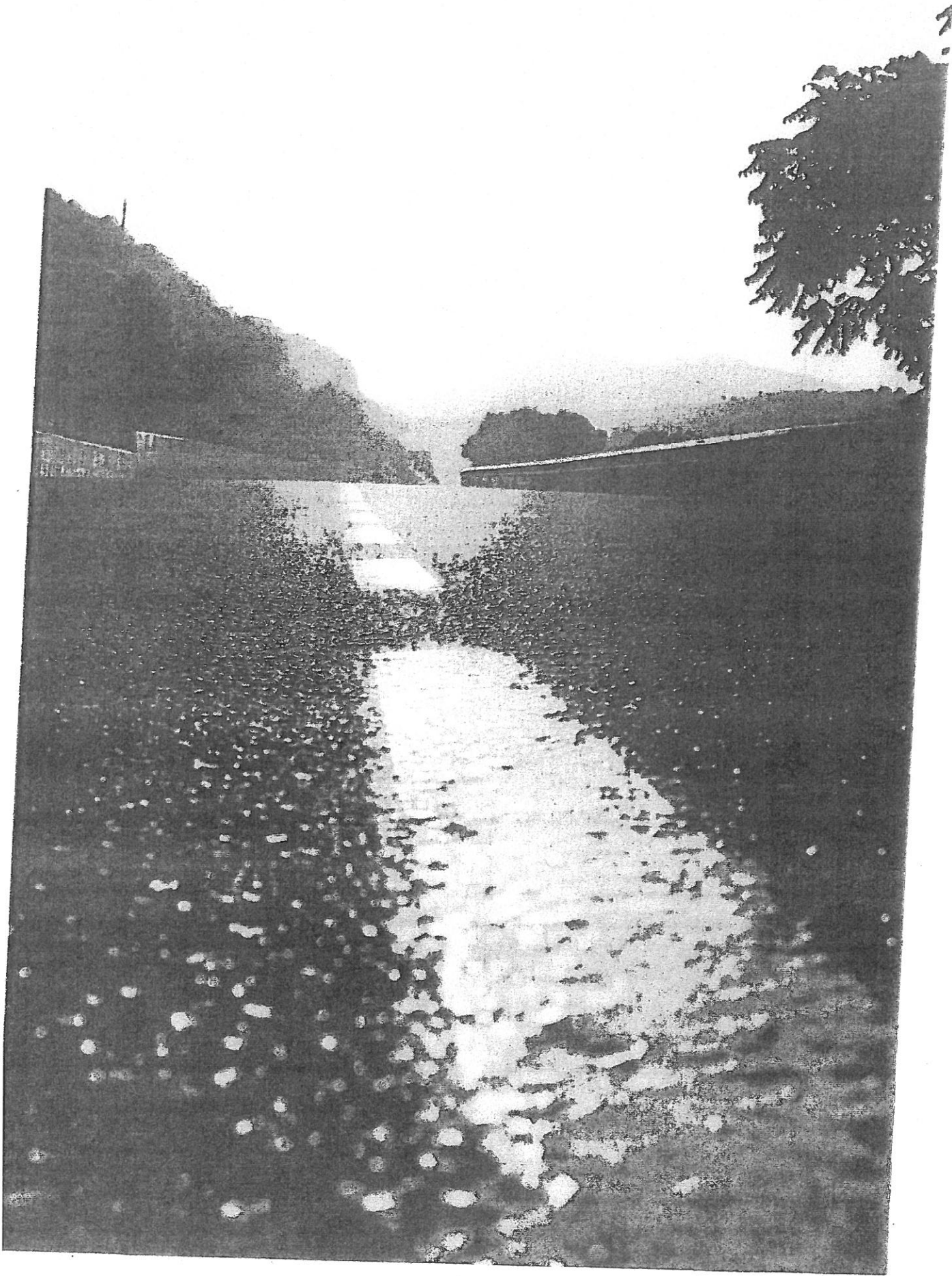
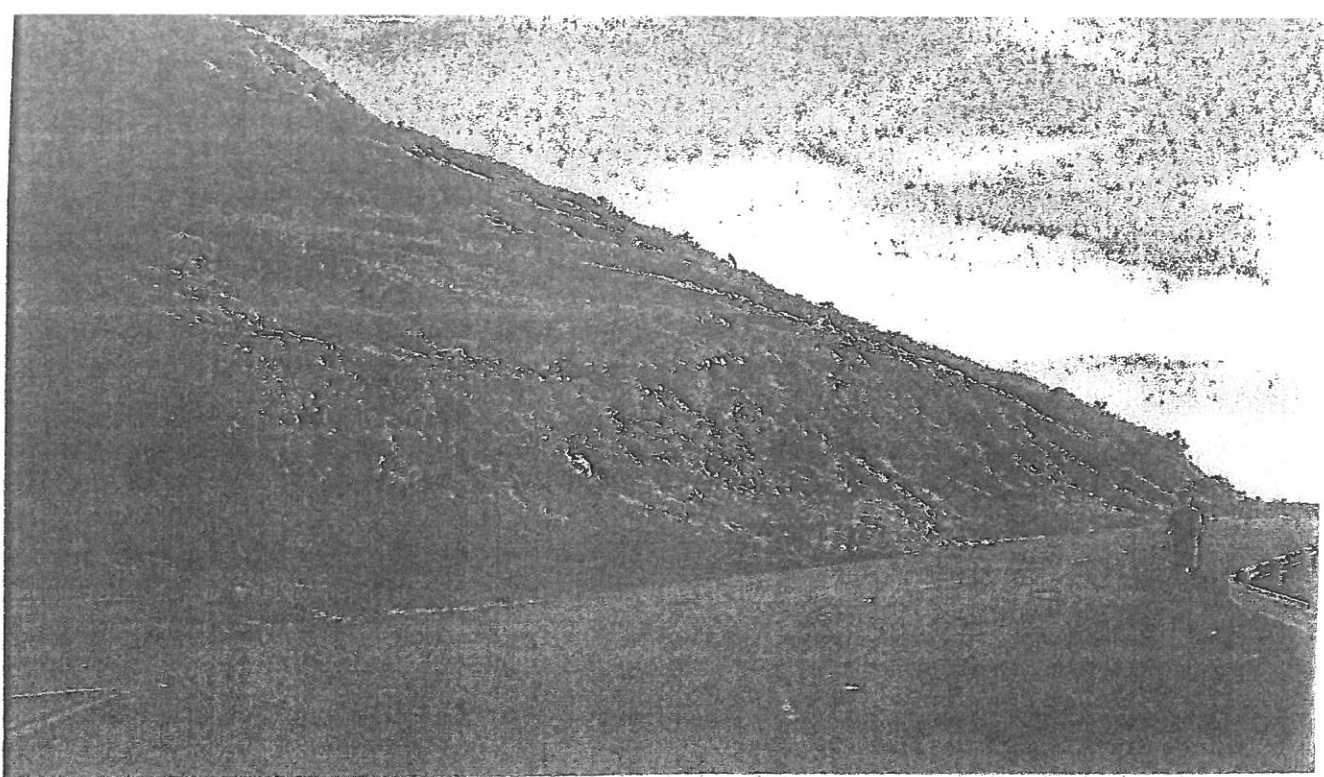


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Program outline: Taking healthy strides

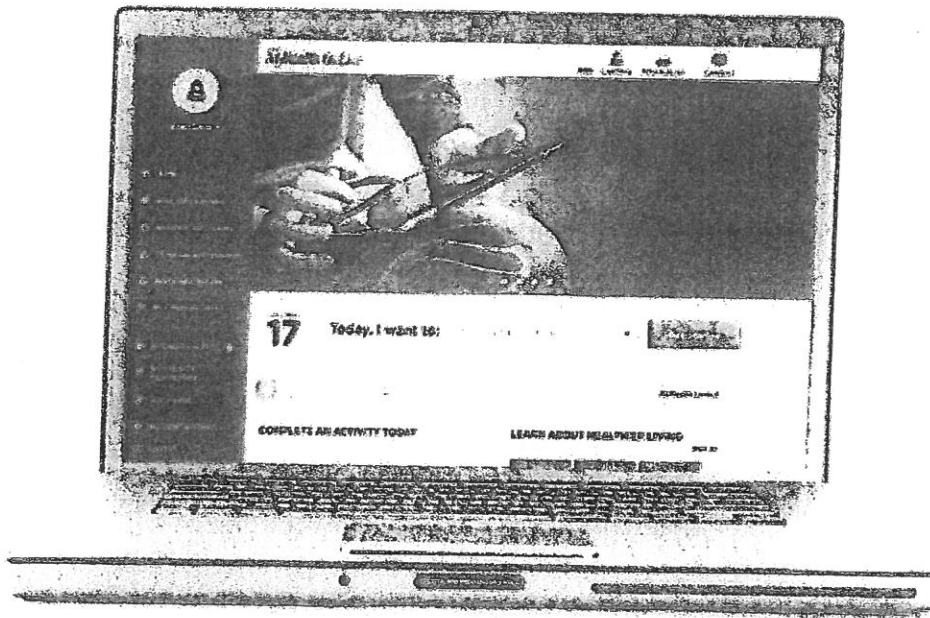
To optimize your medical benefits in 2016-2017, you may want to start improving your lifestyle now! If you and your covered spouse each earn 100 Take a Healthy Step (TAHS) points between November 1, 2015, and December 31, 2016, then you will not have a deductible for Plan Year 2017. If **both** you and your covered spouse do not earn 100 TAHS points, then you will have a \$500 deductible for individual coverage or a \$1000 deductible for family coverage for Plan Year 2017. If you and your covered spouse each earn 200 Take a Healthy Step (TAHS) points between November 1, 2016 and October 31, 2017, then you will not have a deductible for Plan Year 2018. If **both** you and your covered spouse do not earn 200 TAHS points, then you will have a \$500 deductible for individual coverage or a \$1000 deductible for family coverage for Plan Year 2018.

This guide outlines your wellness program requirements as well as tells you and your covered spouse how to take the *MyHealth* Questionnaire. Plus you will learn how to earn TAHS points. Take a few moments to review the guide. Then make sure you complete the program requirements to qualify for your reward. We look forward to helping you live a healthier lifestyle.



What's new for 2016-2017

We recently made changes to the MyHealth OnLine website. Changes include enhancements to the Take a Healthy Step program and new features like Your Health Values and "risk recommended" health and wellness activities that are specific to you.

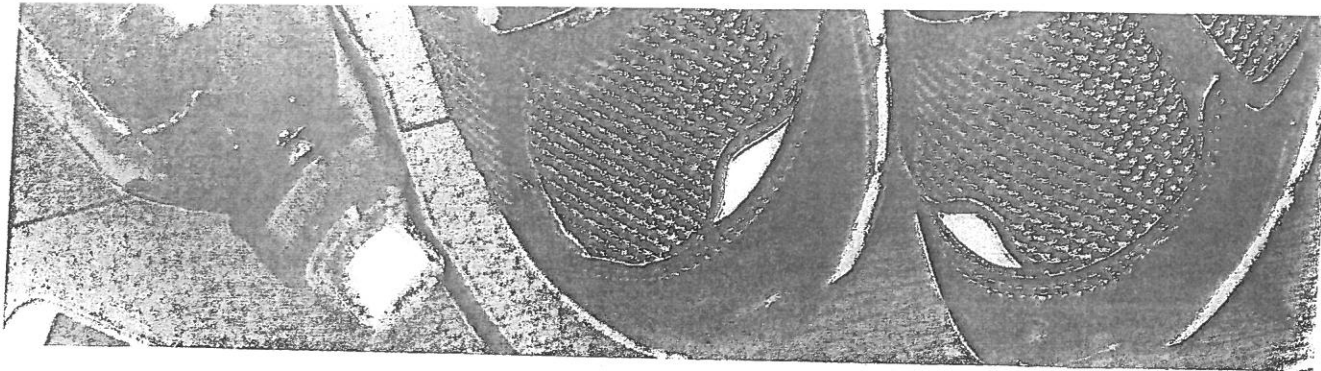


Access your report card

You will find your report card, which lists your completed steps, in MyHealth Central. To access your report card, go to www.upmchealthplan.com and enter your user ID and password in the Member Login box. Open MyHealth OnLine, then click on MyHealth Central. This page shows the activities required as well as additional activities you can do to earn points.

Here is a sample list of activities.

Program	Point Value
Biometric screening	100 points
Physical exam	50 points
Wellness exams (vision and dental)	50 points (limit of two dental cleanings and one annual vision exam)
MyHealth Questionnaire	100 points
Cancer screenings (breast, colon, cervical)	100 points
Annual influenza vaccination	25 points
Reminders for better health (age, gender and condition specific screenings and tests)	50 points
MyHealth Telephone-based Healthy Lifestyle Programs (Health Coach Assisted)	
Coach on Call	25 points per call (limit of two)
Program enrollment	50 points
Program completion	100 points
Follow-up (30, 90, 180 days)	25 points
MyHealth Lifestyle Programs (online)	
Program completion	50 points
Assessment completion	10 points
Health Management Programs	
Enrollment	50 points
Completion	150 points



MyHealth Questionnaire

The MyHealth Questionnaire is a health risk assessment that gives you a personal, confidential, and secure way to track and monitor your health. After you complete it, you will receive a baseline score and valuable information on your current health status. This information can help you determine what healthy steps you should take to improve your health and well-being. Follow these steps to complete the questionnaire:

- Step 1** — Go to **www.upmchealthplan.com**.
- Step 2** — Existing users, locate the Member Login box and follow the login instructions. If this is your first time using this site, click on New User Registration and follow the instructions. You will need your wellness member ID number from your new ID card.
- Note: If you are enrolled in UPMC Health Plan medical insurance, you can use the member ID on your insurance card. If you are not enrolled in UPMC Health Plan medical insurance, you would have received a wellness card. If you do not have this card available, contact a Health Care Concierge for assistance.*
- Step 3** — After you log in to MyHealth OnLine, select MyHealth Central. There you can track your progress and find the components you still need to complete.
- Step 4** — Select Health Tools, then select MyHealth Questionnaire.
- Step 5** — Accept the terms and enter the requested information.
- Step 6** — Select Topics of Interest if you want to receive additional information.

Biometric screening

We call this important activity "Know your numbers!" And in this case, knowledge is power and can lead to better health. The screening will check your cholesterol and glucose levels. It may also check other important measures like blood pressure, BMI, height, and weight.

You can have your full biometric screening done through Quest Diagnostics by registering at <https://my.blueprintforwellness.com> or calling 1-888-277-8772. Please reference registration key **Beaver2016** when you register for an off-site Quest Diagnostics screening. You must follow these instructions to schedule your appointment, have it paid for by the County of Beaver, and have your results reported through the Take a Healthy Step program. Screenings not scheduled and conducted via this process may not be credited toward satisfying this wellness component.

One of the continued goals of your wellness program is education and awareness. By participating in a health screening and "knowing your numbers," you have taken an important step toward improving or maintaining your health.

See page eight for instructions on completing your off-site screening through Quest Diagnostic's Blueprint for Wellness Program.

MyHealth lifestyle health coaching

Would you like to quit smoking, lose weight, eat healthier, become more active, or manage stress? You have the opportunity to receive FREE lifestyle health coaching in all of these areas over the phone or online. Log in to MyHealth Central through www.upmchealthplan.com to enroll in an online program. You may also call 1-800-807-0751 Monday through Friday from 7 a.m. to 8 p.m. and Saturday from 8 a.m. to 3 p.m. to schedule your first telephone-based coaching session with a health coach. All calls are private and confidential and may be just the support you need to make that change.

MyHealth condition management health coaching programs

Our personalized health coaching programs include, but are not limited to, diabetes, maternity, asthma, low back pain, chronic obstructive pulmonary disease, heart failure, coronary artery disease, high blood pressure, and high cholesterol. These programs are conducted by professional health care staff who know how to help you improve your quality of life.

Frequently asked questions

How do I access the Take a Healthy Step program website?

Go to www.upmchealthplan.com to view the Take a Healthy Step program administered through your plan.

I have questions related to or am having problems accessing www.upmchealthplan.com. What do I do?

Call a Health Care Concierge at 1-866-918-1590.

How do I check my Take a Healthy Step program status?

Go to www.upmchealthplan.com, enter your user ID/password in the Member Login box, and open MyHealth OnLine.

I have questions related to health coaching. Whom do I contact?

Call a health coach at 1-800-807-0751.

What happens if I don't complete all the Take a Healthy Step program components?

If you and your covered spouse do not earn 200 Take a Healthy Step points, then you will have a \$500 deductible for individual coverage \$1,000 deductible for family coverage.

Do I need my member ID number to access the system?

You need your member ID number to register at www.upmchealthplan.com the first time and if you need to reset or unlock your account.

What if I don't remember my login information?

Contact Member Services at 1-866-918-1590 for assistance retrieving your login information. You may also use the user ID/password recovery option available at www.upmchealthplan.com.

I completed all three components, but they are not reflected in my MyHealth OnLine status. What do I do?

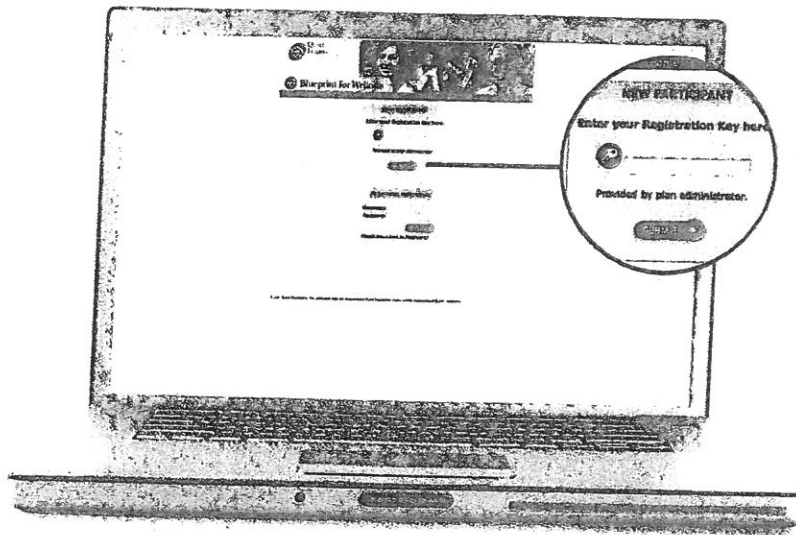
Call a Health Care Concierge at 1-866-918-1590 if you have questions about your program completion status.

Off-site biometric screening detailed instructions

Thank you for participating in and taking advantage of your free biometric screening.

Follow these instructions to register for your screening:

- Go to <https://my.blueprintforwellness.com> to register for your appointment.
- The registration process will find the closest labs to you.
- Quest Diagnostics is the only approved lab for your free screening.
- Use your registration key **Beaver2016** to begin the process.



1. Enter **Beaver2016**.
2. Click **submit** twice.

Quest Diagnostics
Blueprint for Wellness

Welcome

Schedule your wellness screening

When entering your log-in information please use:
For email: last name and DOB (MM/DD/YYYY) with
an email ID (e.g. JohnDoe@1011878) and email
ID.

First Name, Last Name,
Date of Birth:

Confirm First Name, Last
Name, Date of Birth:

Are you an employee? Yes No

Fill in information

- First-time users should choose a username, password, and secret question for security purposes.
- Returning users will automatically be directed to the next screen.

Quest Diagnostics
Blueprint for Wellness

My Profile
FAQ
Change Password

Schedule Your Screening Review

Yes, I'm ready to schedule my health screening.

Your review

1. Click on **Schedule Your Screening - Continue**.
2. Choose **schedule or walk in**.
3. If scheduling, enter your ZIP code, then choose a location and time. If you are a walk-in, enter your email address.
4. Verify your information and click **submit**.

Please print your Blueprint for Wellness confirmation page and bring it with you to your appointment.

Can I have a copy of my results sent to my PCP?

Yes. Ask your Quest representative at check-in for a Request for Results Authorization form.

Are there any special requirements before I take my test?

Yes. Fasting for 12 hours is recommended for this test. However, drink plenty of water and take all medications as prescribed.

If I am pregnant, should I still fast?

No. Pregnant women should not fast.

What will I be tested for?

- Total cholesterol
- Glucose
- Height and weight
- Blood pressure

When will I know my results?

Your results will be mailed to you at the address you provided within 15 business days of your screening. You can view your results online three business days after your screening if you sign up for a MyQuest account. You can sign up at <https://myquest.questdiagnostics.com/web/home>, or you can download the Quest Diagnostics free app to your mobile device.

Are there other ways to schedule an appointment?

Call 1-844-598-7966 to schedule an appointment and call 1-800-377-8448 to find a location.

We are committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all members. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at 1-855-395-8762, and we will work with you and your doctor to find a wellness program with the same reward that is right for you in light of your health status.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard ruled sheet of paper. There is no handwriting or other markings on the page.

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



UPMC HEALTH PLAN

U.S. Steel Tower, 600 Grant Street
Pittsburgh, PA 15219

www.upmchealthplan.com



MICROFILM CRITERIA FORM

THIS FORM MUST BE SUBMITTED AND FULLY COMPLETED WITH THE RESOLUTION REQUEST FORM. BOTH FORMS ALONG WITH ANY OTHER SUPPORTING DOCUMENTS MUST BE SUBMITTED **TEN (10) DAYS BEFORE THE COMMISSIONER'S PUBLIC MEETING**. FILL OUT ALL AREAS UNLESS OTHERWISE DIRECTED.

Resolution No. * 091417-04

Originating Department: Human Resources

Vendor/Provider Name: Beaver County Court Appointed Professionals (Probation Officers)
(Please provide the exact name of the vendor/provider as it is written on the Agreement)

Contract Expiration Date: 12/31/18

Category of Services (Please circle or highlight **ONE** from below)

CONSTRUCTION	PURCHASES	OTHER	PROFESSIONAL	FINANCIAL	GRANTS
General Contractor	Computer Equipment	Labor Contracts	Human Services Provider	Line Item Transfer	Application
Plumbing	Office Equipment	Policy	Accounting/Audits	Budget	Agreement
Electrical	Furniture	Ordinance	Consulting	Letter of Credit	Sub-recipient
HVAC	Medical Supplies	Lease	Engineering	Bonds	
Demolition	Office Supplies	Intern	Architectural	Funding Assistance	
Paving	Janitorial Supplies	Insurance	Legal	Loan Anticipation Note	NON-PROFESSIONAL
Landscaping	Vehicles	Commissioner Sale	Health Provider	Accounts	Cleaning
Façade Improvement	Jail Clothing & Linens	Tax Exoneration	Supplemental Nurse Staffing		Refuse/Recyclable Removal
Bridge Encumbrance	Computer Software	Hospital Transfer Agreement	Maintenance Contracts		Printing
Data Cabling	License Agreement	E-911 Service Agreement	Institutional Placements		Security
Rehabilitation	Food Contract	Park Regulations	Marketing		
	Uniforms	Court Settlement	Appraisal Services		
	Cable & Internet	Affiliation Agreement	Website Design/Maintenance		
		Ancillary Services	Right of Way Acquisition Services		
		County Auction			
		Proclamation			Miscellaneous

* This area will be filled out by the Law Department